



Gateway Community Charters

5712 Dudley Blvd.

McClellan, CA 95652

916-286-5129 916-993-4114 Fax

**CELLULAR SERVICE
WITH WIRELESS INTERNET ACCESS**

E-Rate Yr 16 (2013-2014)

RFP # 2013 - 103

Request for Proposals Issued: December 20, 2012

Deadline for Submittal of Proposals: January 18, 2013

Before 2:00pm

**On The Outside of the Sealed Envelope The Following Must
Be Included:**

**RFP # 2013-103 – Cellular Service with Wireless Internet
Access**

Attention: Sonia Lasyone, Chief Business Official

Attention: Patches Kolb, Administrative Assistant II

Gateway Community Charters

5712 Dudley Blvd.

McClellan, CA 95652

SUMMARY

The Gateway Community Charters is soliciting quotes for **Cellular Services with Wireless Internet Access**.

The intent of this document is to specify Cellular Services with Wireless Internet Access for the Gateway Community Charters.

Existing Cellular Services:

The District currently has an estimated 5 standard cellular phones with the following features: voice mail, Text Messaging, 3-way calling, Call Waiting, Caller ID. We have an estimated 20 Smart cellular phones with the following features: voice mail, Text Messaging, 3-way calling, Call Waiting, Caller ID, and Internet Access. We have an estimated 20 cellular phones with the following features: "consumption plan" or "Custom flat rate". We are anticipating added up to 10 phones in the next few years. We have an estimated 10 air cards plans and are anticipating added up to 5 in the next few years. We have an estimated 4 tablets and are anticipating adding up to 15 in the next few years. All plans proposed should include detailed billing.

Requirements:

- 1) **BID FORM:** You must complete the Bid Form for this RFP – RFP 2013-103

The Bid Form includes:

- a. Number of Cell Phones, Shared (Pooled) Minutes, Tablets, Wireless Internet Access (Data), etc
- 2) **Additional Information:** Bidders may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

In Addition, Please provide the following information:

1. Length of time business has provided this type of service.
 2. Your Service Level Agreement (SLA) for your proposal.
 3. Indicate any options available.
 4. Please show applicable discounts separately, if applicable.
 5. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
 6. An implementation timeline proposal starting July 1, 2013.
 7. Indicate how charges will be incurred as services are implemented.
 8. Vendors must include 3 reference sites using your service 3 years or more. References from school districts or county offices of education in California are preferred.
- Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment Service Installed

SPECIAL CONDITIONS:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Gateway Community Charters (GCC) and documented with new price sheet sent to Gateway Community Charters Office.
2. All equipment/services costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any GCC Board Member during the RFP process, will be disqualified from consideration for the RFP award.
4. The Board of Directors reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
5. This RFP will be posted to the Gateway Community Charters website (<http://www.gcccharters.org>). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
6. All questions regarding this RFP should be directed to GCC.Erate.Questions@gmail.com with the subject of "ERATE RFP Cellular Service #2013-103 question".
7. The Deadline for questions will be 1/4/2013 before 4:00pm.
8. Responses to all questions will be made by 1/10/2013 and will be posted on the GCC website.
9. It is the responsibility of the prospective bidder to check the website for updates or addenda.
10. You must provide one original and two copies of your proposal (3 total).

MULTI-YEAR CONTRACT

The GCC is requesting that the selected vendor enter into a one year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of the district. The contract shall begin on February 1, 2014 and can be extended on an annual basis for a maximum of five (5) years at the sole discretion of the district.

VENDOR REQUIREMENTS

The vendor must meet or exceed minimum qualification requirements.

All submitted proposals must provide at a minimum, all requested information in the proposal document. **Any portion not included shall be cause for elimination from the quote process.** The information should be organized as indicated in the proposal requirements. GCC reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of GCC's technology needs.

Evaluation Criteria

- Costs, including unit prices, labor rates, travel/trip charges, etc.
- Extent of experience with the district.
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities.
- Quote preparation, thoroughness, and responsiveness to the RFP requirement.

The successful bidder will be chosen based upon best value. GCC reserves the right to reject any or all bids.

RFP SCHEDULE

Solicit RFP/Bids	December 19, 2012
RFP/BID question deadline	4:00 p.m., January 4, 2013
RFP/BID question response	4:00 p.m., January 10, 2013
RFP/Bid closing	2:00 p.m., January 17, 2013
RFP Bid opening	Date of closing
RFP-Bid Selection	Before 471 filing date (approximately 03/14/2013)
Purchase Orders	Contingent on E-RATE Award and GCC Funding

SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. PROPOSALS: Each proposal shall be submitted on forms supplied by GCC. Each proposal shall conform and be responsive to GCC specifications. Bidder shall furnish

complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

2. **DEADLINE FOR RECEIPT OF PROPOSAL:** One signed original, two hard copies and one digital copy of the proposal must be submitted in sealed envelopes and should be properly identified with the proposal number and **Proposals must arrive in the BUSINESS DEPARTMENT, 5712 Dudley Blvd, McClellan, CA 95652 January 17, 2013 before 2:00 PM, local time.** Telephone, telegraphic, facsimile, emailed, and late proposals will not be accepted or considered.

3. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled as follows: **RFP # 2013-103 – Cellular Service with Wireless Internet Access to Attention: Sonia Lasyone, Chief Business Official and Attention: Patches Kolb, Administrative Assistant II.**

It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.

5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.

6. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.

7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.

8. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The GCC is not exempt from California State sales and use taxes. The GCC is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

9. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.

10. MODIFICATIONS: Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

11. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.

12. ERROR IN PROPOSAL: Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request For Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.

13. WITHDRAWAL OF PROPOSAL: Any bidder may withdraw his proposal by written request. All proposals received by the GCC shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

14. AWARD OF CONTRACT LIMITATION: No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.

15. EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the GCC satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.

16. ACCEPTANCE OR REJECTION OF PROPOSALS: The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.

17. THE CONTRACT: The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.

18. PREVAILING LAW: In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

19. BRANDS: When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the

Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The GCC shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the GCC as the standard of quality and utility.

20. SAMPLES. Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

21. FEDERAL OR STATE REGULATIONS. The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

22. ASSIGNMENT PROHIBITED. No contract awarded under this proposal shall be assigned without the approval of the Board of Education

23. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS. The Bidder shall save, keep, bear harmless, and fully indemnify the GCC and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.

24. DELIVERY. All items shall be delivered in quantities specified in the contract F.O.B., at the points within the GCC as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the GCC in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

25. INSPECTION OF ITEMS FURNISHED. All items furnished shall be subject to inspection and rejection by the GCC for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

26. INABILITY TO PERFORM. In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other

similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

- a. The Bidder shall send written notice to the GCC of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the GCC or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The GCC may cancel the contract or purchase order, entirely or in part.
- c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the GCC of a new purchase order or other written instruction.

27. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the GCC and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

28. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

29. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

30. **CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

31. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the GCC shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

32. **BID PROTEST** Any bid protest by any Bidder must be submitted in writing to the GCC before 5:00 p.m. of the third (3rd) business day following bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.

- b. The protest must refer to the specific portions of all documents that form the bases for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the GCC no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

33. E-RATE PARTICIPATION: The GCC is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The GCC reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

34. SPIN: Each vendor providing services to the GCC as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/si>

35. RIGHT TO TERMINATE: GCC reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The GCC shall not be responsible for any costs to Bidder Contractor prior to termination.

GATEWAY COMMUNITY CHARTERS - BID FORM

BID FORM RFP 2013-103

Vendor Company Name: AT&T
 Vendor Name: SCOTT CHATTAWAY
 Vendor Title: SALES MANAGER
 Vendor SPIN: 143025240
 Vendor Phone: 469-624-9643

Vendor Signature: Scott Chittaway

CELL PHONE & WIRELESS INTERNET ACCESS FISCAL YEAR 2013-2014

NATIONAL PLANS (Shared Minutes)

Hardware Type/Model	Number of Phones	Wireless Data Cards / Data Service	
	# Units	# Units	Rate \$ per Unit
Smart Phone	20		51.75
NEW Smart Phone	10		51.75
Standard Phone	5		35.99
NEW Standard Phone	5		35.99
Consumption / Flat Rate Phone	20		9.74
NEW Consumption / Flat Rate Phone	5		9.74
Data Card Unlimited Data	--	11	39.99
NEW Data Card Unlimited Data	--	10	39.99
Tablet Unlimited Data	--	5	37.50
NEW Tablet Unlimited Data	--	15	37.50
TOTAL Number of Phones	25		
TOTAL SHARED MINUTES:	5,000	8,000	
Cost PER MONTH for phones	\$2155.99	Cost per month Data	\$1587.79
Total Cost Monthly - Phones + Data:	\$3745.69		

Requested Features for Phones:	Unlimited Text Unlimited Data Three-way Calling Caller ID Voicemail
Requested Features for Smart Phones:	Unlimited Text Unlimited Data Three-way Calling Caller ID Voicemail "Push-to-Talk" / Direct Connect



Gateway Community Charters

5712 Dudley Blvd.
McClellan, CA 95652
916-286-5129 916-993-4114 Fax

Letter of Agreement Gateway Community Charters and

AT&T

(Name of Company)

Pursuant to the terms of Gateway Community Charters RFP # 2013-103 for Cellular Service with Wireless Internet Access (Name of Company) AT&T's response to RFP #2013-103 dated (mm/dd/yyyy) 12/20/2012, (Name of Company) AT&T will provide the equipment and services per RFP # 2013-103 effective the date of issuance of Gateway Community Charters Purchase Order(s).

(Name of Company) AT&T and Gateway Community Charters acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Gateway Community Charters for E-Rate Year 2013 (Year 16), and Gateway Community Charters Board of Directors approval.

The Gateway Community Charters reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Gateway Community Charters

Authorized Representative Signature

Date: _____

Name: Sonia Lasyone

Title: Chief Business Official

Address: 5712 Dudley Blvd
McClellan, CA 95652

Email: Sonia.Lasyone@twinriversusd.org

Phone: (916) 286-5129

AT&T

(Name of Company)

Authorized Representative Signature

Date: 01/15/2013

Name: SCOTT CHATELAIN

Title: SALES MANAGER

Address: 2705 CENTRAL
RICHARDSON, TX 75080

Email: SC5870@ATT.COM

Phone: 469 604-9643

WORKERS' COMPENSATION
Request for Proposal (2013-103)
Gateway Community Charters
Cellular Service with Wireless Internet Access

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature Scott Chataway
Date 01/15/2013
Name SCOTT CHATAWAY
Title SALES MANAGER
Company AT&T

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION AFFIDAVIT

Request for Proposal (2013-103)
Gateway Community Charters
Cellular Service with Wireless Internet Access

State of California)
) ss.
County of)

SCOTT CHATTINWAY (Name), being first duly sworn, deposes and says that he is
SALES MANAGER (Title) of the ART (Name) party making
the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive
or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has
not in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract; that all statements contained in the
bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 15 day of JANUARY, 2013 at _____ California.

Date: Scott Chattinway Signature of Bidder

E-rate Service Provider Contact Information
Fiscal Year 2013-14

Vendor must provide the following information

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Gateway Community Charters:

Name: SCOTT CHATTAWAY
Title: SALES MANAGER
Company: AT&T
Address: 2703 CENTRAL
City, State, Zip code: RICHARDSON, TX 75080

Phone: 469-624-9643
Fax: 214-746-8331
Email: JC5840@ATT.com

Include other important contact information.